

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
NORTHWESTERN DIVISION

JOHN SMITH,)	
)	
Plaintiff)	
)	
vs.)	Case No. 3:15-cv-00443-HGD
)	
HULL, STOREY & GIBSON)	
COMPANIES, LLC,)	
)	
Defendant)	

MEMORANDUM OPINION

Plaintiff has filed a Rule 68 Proof of Service on the Offer and Acceptance of Judgment. (Doc. 15). Defendant, Hull, Storey, & Gibson Companies, LLC,¹ provided an Offer of Judgment to plaintiff on July 17, 2015. (Doc. 15-1). The same day, plaintiff sent notice to defendant of his acceptance of the Offer of Judgment by email and by overnight FedEx. (Doc. 15-2). Defendant received the acceptance on July 20, 2015, within the 14-day time frame prescribed by Rule 68(a), Fed.R.Civ.P. (Doc. 15-3).

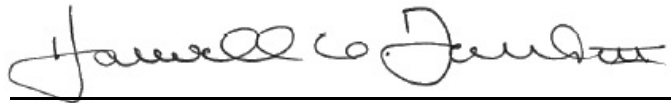
The parties have consented to the jurisdiction of the undersigned magistrate judge pursuant to 28 U.S.C. § 636(c). The court finds that judgment is due to be

¹ Defendant has stated in its answer that its correct name is Hull Storey Retail Group L.L.C., d/b/a Hull Property Group. *See* Doc. 6, Answer, at 1.

entered in favor of plaintiff, John Smith, and against defendant, Hull, Storey, & Gibson Companies, LLC (Hull Storey Retail Group L.L.C., d/b/a Hull Property Group), in accordance with the terms of the Offer of Judgment provided by defendant and accepted by plaintiff.

A separate Final Judgment in accordance with this Memorandum Opinion will be entered contemporaneously herewith.

DONE this 22nd day of July, 2015.

A handwritten signature in black ink, appearing to read "Harwell G. Davis, III", written over a horizontal line.

HARWELL G. DAVIS, III
UNITED STATES MAGISTRATE JUDGE